

IN THE HIGH COURT OF GUJARAT AT AHMEDABAD

SPECIAL CIVIL APPLICATION No 3550 of 1997

For Approval and Signature:

Hon'ble MR.JUSTICE M.R.CALLA

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1. Whether Reporters of Local Papers may be allowed to see the judgements? : NO
2. To be referred to the Reporter or not? : NO
3. Whether Their Lordships wish to see the fair copy of the judgement? : NO
4. Whether this case involves a substantial question of law as to the interpretation of the Constitution of India, 1950 of any Order made thereunder? : NO
5. Whether it is to be circulated to the Civil Judge? : NO

HABIBKHAN RAHEMANKHAN PATHAN

Versus

AMOD GROUP GRAM PANCHAYAT

Appearance:

MR HR LATHIGARA for Petitioner

Mr.A.M.Kapadia for

MR VH THAKORE for Respondent Nos. 1 & 2

CORAM : MR.JUSTICE M.R.CALLA

Date of decision: 08/07/1999

ORAL JUDGEMENT

Both the sides have produced before this Court the terms of settlement signed by the petitioner and respondent No.2. It is submitted that this Special Civil Application may be disposed of in the terms, as mentioned in this settlement. The terms of settlement read as under:-

(1) "Agreed that the respondent No.2 Corporation shall

pay Rs.20.00 lakhs (Rupees twenty lakhs only) to the petitioner as a lump-sum payment towards the octroi duty due to him from it, over and above the octroi duty already paid and the payment of this amount of Rs.20.00 lakhs shall be in full and final settlement of all his claims and dues from the Corporation regarding octroi duty payment of the period covering 1996-97 till this date.

(2) Agreed that the aforesaid amount of Rs.20.00 lakhs shall be paid by the Corporation to the petitioner by 3 cheques and in fact the Account Payee cheques dated 5th July 1999 bearing No.886120-21-22 drawn on Bank of Baroda, Navrangpura Branch for Rs.20.00 lakhs is today handed over to the petitioner for which he acknowledges its receipt.

(3) Agreed that on receipt of this cheque amount of Rs.20.00 lakhs, no amount towards octroi duty shall remain due to the petitioner from the Corporation of the period covering 1996-97 till this date.

(4) Agreed that the Corporation is not liable for payment of octroi duty, if any, to the respondent No.1 Panchayat for the aforesaid period.

(5) Agreed that the amount of Rs.28,63,686-83 (Rupees twenty eight lakhs sixty three thousand six hundred eighty six and paise eighty three only) deposited by the Corporation in the Hon'ble court in pursuance of the order dated 21.3.1998 passed in L.P.A.No.589 of 1997 be withdrawn by it and the petitioner gives his consent for withdrawal of the same with interest accrued thereon to the Corporation.

(6) Agreed that the Bank guarantee furnished by the Corporation in respect of the amount of Rs.28,63,686-83 in pursuance of the aforesaid order dated 21.3.1998 in L.P.A.No.589 of 1997 shall be discharged and the Bank of Baroda, Navrangpura Branch, Ahmedabad be intimated accordingly.

(7) Agreed that this petition be disposed of as per the above terms of the settlement with no order as to costs."

This Special Civil Application is, therefore, decided in the terms, as aforesaid and it is ordered accordingly. The petitioner as well as respondent No.2 shall abide by the terms, as aforesaid.

Whereas it has been agreed between the parties that the amount of Rs.28,63,686-83 deposited by the Corporation in this Court in pursuance of the order dt.21.3.98 passed in Letters Patent Appeal No.589/97 be withdrawn and the petitioner has given his consent for such withdrawal alongwith interest accrued thereon, the Gujarat Mineral Development Corporation Ltd. is permitted to withdraw the said amount lying in this court and the Bank guarantee furnished by the Corporation in respect of yet another amount of Rs.28,63,686-83 in pursuance of the order dt.21.3.98 passed in Letters Patent Appeal No.589/97 shall stand discharged and the Bank of Baroda, Navrangpura Branch, Ahmedabad shall be informed accordingly.

This Special Civil Application is, therefore, decided in the terms, as aforesaid and the rule is hereby discharged. No order as to costs.

The terms of settlement, as produced by the parties, shall be included in the record.